

1 NOEL M. COOK, SBN 122777  
2 LINDA JOY KATTWINKEL, SBN 164283  
3 ALICA DEL VALLE, SBN 246006  
4 OWEN, WICKERSHAM & ERICKSON, P.C.  
5 455 Market Street, Suite 1910  
6 San Francisco, California 94105  
7 (415) 882-3200 Tel  
8 (415) 882-3232 Fax  
9 ncook@owe.com  
10 ljk@owe.com  
11 adelvalle@owe.com

12 Attorneys for Plaintiffs  
13 SANRIO COMPANY, LTD. and SANRIO, INC.

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15  
16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA

18 SANRIO COMPANY, LTD., a Japanese  
19 corporation and SANRIO, INC., a California  
20 corporation,

21 Plaintiffs,  
22  
vs.  
23 J.I.K. Accessories, Inc., Accessitive  
24 Accessories, Inc., B.B. Apparels Inc., Amuseco  
Accessories, Inc., Nana Accessory, Inc., Seanna  
Corporation, Heiress Enterprises, Inc., Pinkland  
Corporation, Inc., Bliss, Final Choice, Joon Sik  
Bae, Yong Woo Kim, Any Bae, Jason Bae,  
Brian Ban, Ryan Bae, Ho Yong Na, Sang Wha  
Kim, Aeran Bae a/k/a Chris Bae, Jenny J. Lee,  
Sukmin Bae, John Bae, Lisa Bae, Grace Kim,  
Ken Chung, Yeun Sik Cha, Debbie Kim, DOES  
1-10,

25 Defendants

Civil Action No. C 09-00440 MHP

26 STIPULATED FACTS AND  
27 CONCLUSIONS OF LAW IN SUPPORT  
28 OF [PROPOSED]  
FINAL JUDGMENT ON CONSENT:  
DEBBIE KIM

WHEREAS, on January 30, 2009, Sanrio Company, Ltd. and Sanrio, Inc. ("Plaintiffs") initiated the instant action against the named defendants as set forth above, including, *inter alia*, Debbie Kim, for trademark infringement in violation of 15 U.S.C. § 1114, et seq.; copyright

STIPULATED FACTS AND CONCLUSIONS OF LAW IN SUPPORT OF  
[PROPOSED] JUDGMENT ON CONSENT: DEBBIE KIM

C 09-00440 MHP

1 infringement in violation of 17 U.S.C. § 501, et seq.; unfair competition in violation of 15 U.S.C.  
2 §1125(a) et seq., as amended; unfair competition under the law of the State of California, Cal.  
3 Bus. & Prof. Code § 17200 et seq.; and common law unfair competition.

4 WHEREAS, Defendant Debbie Kim (hereinafter, for purposes of this document,  
5 "Defendant") has not filed an Answer in this proceeding;

6 WHEREAS, Plaintiffs and Defendant (the "Parties") have concluded a settlement  
7 resolving Plaintiffs' claims in this civil action;

8 WHEREAS, the Parties wish to resolve this civil action through the entry of Judgment on  
9 Consent;

10 WHEREAS, without admitting that they knowingly infringed Plaintiffs' rights and  
11 specifically denying same, Defendant consents to the entry of Judgment on Consent;

12 WHEREAS, each Party has waived the right to appeal from the Judgment on Consent;

13 NOW THEREFORE, the Parties stipulate to the following facts and conclusions of law:

14 **STIPULATED FACTS**

15 1. Plaintiff Sanrio Co., Ltd. ("Sanrio") is a Japanese corporation and maintains its  
16 principal place of business located at 1-6-1 Osaki, Shinagawa ku, Tokyo 141-8603, Japan.

17 Plaintiff Sanrio, Inc. is a California corporation and maintains its principal place of business at  
18 570 Eccles Avenue, South San Francisco, California 94080.

19 2. Since 1960, Sanrio Co., Ltd. has been engaged in the business of manufacturing,  
20 distributing and selling products for use by children and young adults. All of Sanrio's products  
21 are marked with the SANRIO trade name and mark. Since 1976, Sanrio, Inc. has been the  
22 exclusive United States distributor of the products of Sanrio Co., Ltd. and is currently the  
23 exclusive United States master licensee of the rights in and to the SANRIO trademarks and  
24 copyrights.

25 3. Sanrio is the creator and owner of the famous HELLO KITTY,  
26 KEROKEROKEROPPI a/k/a KEROPPI, and CHARMY KITTY characters, as well as many  
27 other characters, as depicted in Exhibit 2 of the Complaint in this action. Since 1976, most of  
28

1 Sanrio's merchandise marketed in the U.S. has displayed HELLO KITTY character artwork on  
2 the products and product packaging. Since 1988, KEROPPI character artwork has appeared on  
3 numerous Sanrio products and product packaging marketed in the U.S. Since 2004,  
4 CHARM MY KITTY character artwork has appeared on numerous Sanrio products and product  
5 packaging marketed in the U.S.

6 4. Sanrio owns many U.S. Certificates of Copyright Registration for artwork  
7 depicting the Sanrio Characters, including the following Registration Nos.: VA 130-420, VA 1-  
8 303-874 and Vau 684-322 and VA 1-342-775 (HELLO KITTY); VA 707-212 and VA 636-579  
9 (KEROPPI); and VA 1-296-111 (CHARMMY KITTY) (the "Sanrio Registered Copyrights").

10 5. Sanrio owns several U.S. Trademark registrations, including U.S. Trademark  
11 Registration Nos. 1,200,083 and 1,277,721 for the design trademark depicting the head of the  
12 HELLO KITTY character; and 1,215,436 and 1,279,486 for the word mark HELLO KITTY, all  
13 of which are incontestable (collectively, "Sanrio's Registered Trademarks").

14 6. In addition to owning the foregoing federal trademark registrations, Sanrio owns  
15 all common law rights (including trademark and trade dress rights) to the HELLO KITTY  
16 character name and design, and the KEROPPI and CHARM MY KITTY character designs  
17 (collectively, "Sanrio's Common Law Trademarks").

18 7. Defendant Debbie Kim is an individual resident of California, who prior to  
19 January 29, 2008, was actively engaged in the operation, management and/or control of the retail  
20 business called Final Choice, located at 17064 Slover Ave, Ste 106, Fontana, California 92337  
21 (the "Fontana Final Choice retail store").

22 8. Defendant is not authorized to manufacture, import, distribute, or sell Sanrio  
23 merchandise.

24 9. During at least the year 2007, Defendant displayed and offered for sale various  
25 counterfeit products depicting the HELLO KITTY character, and/or the KEROPPI and/or  
26 CHARM MY KITTY characters, at the Fontana Final Choice retail store (the "Counterfeit  
27 Merchandise").

## **STIPULATED CONCLUSIONS OF LAW**

10. The Court has jurisdiction over the subject matter of this civil action.

3           11. Sanrio owns valid copyrights, trademarks and trade dress in the name and design  
4 of the Hello Kitty Character.

5           12. The Counterfeit Merchandise distributed and sold by Defendant contained  
6 counterfeit versions of Sanrio's Registered Copyrights, Sanrio's Registered Trademarks, and  
7 Sanrio's Common Law Trademarks.

8           13. The acts of Defendant constitute copyright infringement, in violation of 17 U.S.C.  
9 § 501.

10       14. The acts of Defendant constitute trademark and trade dress infringement, in  
11 violation of 15 U.S.C. §§ 1114, 1125(a).

12       15. The acts of Defendant constitute unfair competition in violation of 15 U.S.C.  
13 §1125(a) et seq., as amended, Cal. Bus. & Prof. Code § 17200 et seq.; and common law.

14 The Parties, either themselves or through their undersigned counsel, hereby stipulate to  
15 the above facts and conclusions and consent to the entry of Judgment on Consent pursuant to the  
16 separately filed Proposed Judgment on Consent.

## 17 IT IS SO STIPULATED.

Executed in San Francisco, CA

OWEN, WICKERSHAM & ERICKSON, P.C.  
*Attorneys For Plaintiffs*  
Sanrio Company, Ltd. and Sanrio, Inc  
455 Market Street, Ste. 1910  
San Francisco, California 94105  
Noel M. Cook (SBN 122777)  
(415) 882-3200

3 Date: 11/25/09

By: Noel M. Cook (SBN 12277)

5 Executed in IRVINE CA

DEBBIE KIM

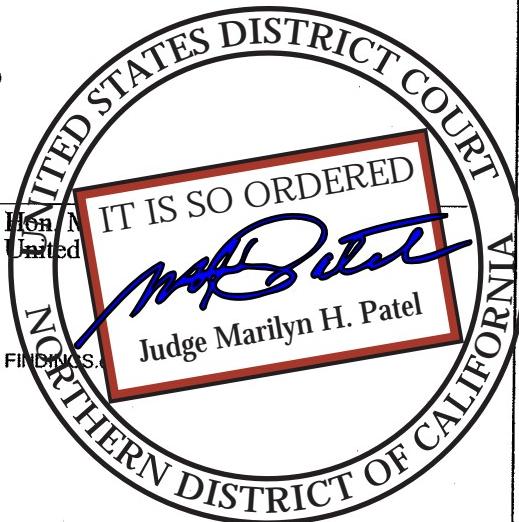
7 Date: 11/15/22

DEBBIE KIM

**STIPULATED FACTS AND CONCLUSIONS OF LAW IN SUPPORT OF  
[PROPOSED] JUDGMENT ON CONSENT: DEBBIE KIM**

C-09-00440 MHP

1 IT IS SO ORDERED AND ADJUDGED.  
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3 Dated this 2nd day of December, 2009  
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8 S:\1Clients\SANR\LITIGA\70017\Consent J\Debbie Kim STIPULATED FINDINGS.  
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STIPULATED FACTS AND CONCLUSIONS OF LAW IN SUPPORT OF  
[PROPOSED] JUDGMENT ON CONSENT: DEBBIE KIM

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